

UNITED STATES  
RAILWAY LEASING COMPANY

2200 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018 • (312) 297-3200

September 14, 1976

Office of the Secretary  
Interstate Commerce Commission  
Washington, D. C.

RECORDATION NO. 7912-B Filed & Recorded

6-2594017

SEP 15 1976 10 42 AM

Date

INTERSTATE COMMERCE COMMISSION

Fee \$ 12.00

Re: Second Amendment to Lease  
dated as of May 15, 1976

ICC Washington, D. C.

Gentlemen:

Delivered to you herewith for filing and recording pursuant to Section 20c of the Interstate Commerce Commission and the rules and regulations promulgated thereunder are four (4) executed counterparts each of the above-referenced Second Amendment to Lease (the "Amendment"). The parties to the Amendment are:

Lessor: United States Railway Leasing Company  
2200 East Devon Avenue  
Des Plaines, Illinois 60018

Lessee: Miller Brewing Company  
4000 West State Street  
Milwaukee, Wisconsin 53201

The Amendment amends that certain Lease between the above parties dated March 21, 1975, as amended July 28, 1975 and recorded with the Interstate Commerce Commission as ICC Recordation Numbers 7912 and 7912-A. Accordingly, the Amendment should be recorded as a subfiling under ICC Rec. No. 7912.

Enclosed herewith is Rosenthal and Schanfield Check No. 20363 in the amount of \$10.00 in payment of all applicable filing and recording fees.

I would appreciate it if you would deliver to the bearer hereof two (2) recorded counterparts of the Amendment. If this is not possible, please return the same to I. Walter Deitch, Esquire Rosenthal and Schanfield, 105 West Adams Street, Chicago, Illinois 60603.

Very truly yours,

UNITED STATES RAILWAY LEASING COMPANY

By:

*Leonard Schanfield*  
Assistant Secretary

RECEIVED  
SEP 15 9 59 AM '76  
I.C.C.  
FEE OPERATION BR

*Charles J. Koppelman*

# Interstate Commerce Commission

Washington, D.C. 20423

OFFICE OF THE SECRETARY

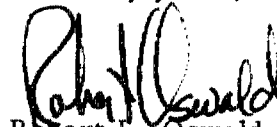
9/15/76

I. Walter Deitch, Esq.  
Rosenthal and Schanfield  
105 West Adams Street  
Chicago, Illinois

Dear

The enclosed document(s) was recorded pursuant to the  
provisions of Section 20(c) of the Interstate Commerce Act,  
49 U.S.C. 20(c), on 9/15/76 at 10:10am,  
and assigned recordation number(s) 7912-B

Sincerely yours,



Robert L. Oswald  
Secretary

Enclosure(s)

SE-30  
(5/76)

SECOND AMENDMENT TO LEASE SEP 15 1976 10 42 AM

~~INTERSTATE COMMERCE COMMISSION~~

SECOND AMENDMENT to Lease Dated as of the 15th day of May, 1976 by and between United States Railway Leasing Company ("United") and Miller Brewing Company ("Lessee").

WITNESSETH

WHEREAS United and Lessee have heretofore entered into that certain lease dated March 21, 1975, as amended July 28, 1975 (the "Lease") providing for the lease by United to Lessee of 61 rail cars; and

WHEREAS, Lessee has the right, pursuant to the Lease, to extend the term thereof for an additional 14 years and wishes so to do, subject to the terms and conditions hereinafter provided.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration receipt and sufficiency whereof is hereby acknowledged the parties hereto hereby agree as follows:

1. Paragraph 5 of the Lease is hereby amended:

a. By deleting from the second line thereof number "one (1)" and substituting therefor the number "fifteen (15)"; and

b. By deleting therefrom the sentence "(See Rider No. 2 for option terms)" and substituting therefor the sentence "United and Lessee shall each have the right to terminate this Lease effective at the end

of any anniversary of the Average Date of Delivery by giving written notice of such termination to the other not less than 90 days nor more than 180 days prior to such anniversary."

2. The Lease is further amended by deleting therefrom Paragraph R-1 in its entirety.

3. Lessee covenants and agrees to deliver or cause to be delivered an opinion of its counsel in the form set forth in Paragraph 20 of the Lease with respect to this Amendment.

4. The remaining terms and conditions of the Lease remain in full force and effect, and the Lease, as hereby amended, is hereby ratified, confirmed and approved.

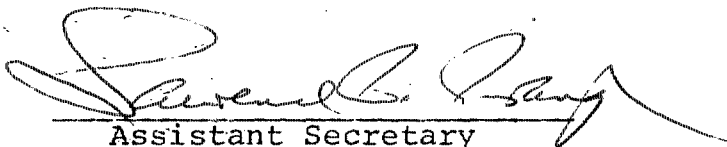
IN WITNESS WHEREOF, United and Lessee have caused this Second Amendment to be executed by its officers thereunto duly authorized as of the day, month and year first above-written.

UNITED STATES RAILWAY LEASING COMPANY

By: 

Vice President

ATTEST

  
Assistant Secretary

MILLER BREWING COMPANY

By: 

Vice President

ATTEST

  
Assistant Secretary

STATE OF ILLINOIS )  
 )  
COUNTY OF C O O K )

On this 9th day of Sept, 1976, before me personally appeared D. L. Johnson, to me personally known, who being by me duly sworn, says that he is Vice President of UNITED STATES RAILWAY LEASING COMPANY that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of that said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Paula Jeller  
Notary Public

My Commission Expires:

4-16-79

Wisconsin  
STATE OF ~~ILLINOIS~~ )  
Milwaukee  
COUNTY OF ~~C O O K~~ )

On this 22nd day of July, 1976 before me personally appeared Harvey H. Duvall, to me personally known, who being by me duly sworn, says that he is the Vice President of MILLER BREWING COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and they acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Rosalie Tagliavini  
Notary Public

My Commission Expires:

Feb. 20, 1977